

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

*24

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

.....*Frank G. Emerson*.....(Seal)
FRANK G. EMERSON —Borrower

.....*Pamela G. S. Emerson*.....(Seal)
PAMELA G. S. EMERSON —Borrower

STATE OF Maryland.....Montgomery.....County ss/

I Hereby Certify, That on this...21st.....day of...March....., 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the...County of Frederick..., personally appeared, Frank G. Emerson and Pamela G. S. Emerson, his wife, known to me or satisfactorily proven to be the person(s) whose name(s).....are.....subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires:

.....*Maureen Norman*.....
My Commission Expires July 1, 1982 Notary Public

STATE OF Maryland.....Montgomery.....County ss:

I Hereby Certify, That on this 21st day of March, 1979 before me, the subscriber, a Notary Public of the State of Maryland and for the County of Frederick, personally appeared Paul B. Cunningham, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that \$10,076.00 of the consideration recited in said Deed of Trust is true and bona fide purchase money and that \$10,076.00 of the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

.....*Maureen Norman*.....
Notary Public

My commission expires: My Commission Expires July 1, 1982

*24. Construction Loan Agreement. This is an Advance Money Deed of Trust and the Aggregate indebtedness is being advanced to the Borrower by Lender in accordance with a Construction Loan Agreement of even date herewith, the terms of which are incorporated herein and any breach by Borrower of any covenant thereof shall be deemed a breach of a covenant of this Deed of Trust.

AFTER RECORDING PLEASE MAIL DOCUMENT TO:

MARYLAND/ALL LOT PURCHASE SETTLEMENTS
ALL RAMP

Ryan Financial Services,
11820 Parklawn Drive
Suite 101
Rockville, MD 20852

STATE OF MARYLAND
FREDERICK COUNTY
RECEIVED FOR RECORD

MAR 29 1 57 PM '79

11820 PARKLAWN DRIVE
SUITE 101
ROCKVILLE, MD 20852

CHARLES C. SELLER, CLERK

MAR 29 1979

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